

James Howerton to Andrew Jackson, Jr., July 19, 1841, from Correspondence of Andrew Jackson. Edited by John Spencer Bassett.

class=MsoNormal>W. J. HOWERTON TO ANDREW JACKSON, JR.

Helena, Ark. , July 19, 1841.

‘r Sir, I arrived at Delta, yesterday on my way to this place and found two communications from you to my father and being empowered to read and answer the same I haste to do so: Your disposition to settle, Mr. Jackson, at this time, can be viewed in several ways, but I shall only take you for what you say and proceed, and doing so, shall have to be rather more minute seeing from yrs. that you are ignorant of the state of the suit. You seem to be of opinion because your note is only signed by yourself that the property on the place is not bound, for the payment of the same, etc. which is an error. the suit is for wages, rendered etc. on the plantation in and to which your father or Genl. Jackson, is equally interested, consequently by our statutes he is equally bound although his name may not be on the note. he can prove by the Genl. own letters that he is interested, and from yours and oral testimony that the note was for wages as overseer and therefore the property will be bound, and further this attachment was agst. the plantation or firm of farmers doing business, as A.J.jr. this same attachment came up last Court and was argued at length by the Jr. Counsel and the Court passed it and ruled it to trial next Oct. when it will (if not settled) come up before the jury on its merits and you know these little claims of which you speak were all spoken of upon the settlement, and you expressed yrself satisfied and do you think any jury in the world would allow them to you after giving them up, but I hope it will all be done with. it is true both parties were excited and possibly done what they would not otherwise have done, but suffice it to say all men act precipitate when labouring under error, as it seems from yrs you both were. I will say that I have

Library of Congress

simply made the foregoing statement, plain and true to shew you the error [you] were in upon those points. I will say it never was my fathers intention to mult you with Costs, all he wanted was the money which he justly considers he earned "and therefore he sued". it is all he wants now, and if you will have the amt of the note exclusive of the Int. forthcoming any time before the 1st of 15th Septr. at your plantation, the suit will be dismissed although the Int. damages and Costs would make it considerably more—

say note 209.00

Int. 6 months at 8 pr. Ct. 8.36 which the law here allows.

Damages, which are invariably 25.00 allowed.

And cost to say the least 35.00

$277.36

class=MsoNormal>0141 117

Now, this he is not inclined as I before stated to make you pay these cost besides your counsel fees. therefore if you will take up the note of $209 and some few cents, any time within the above time he will dismiss the suit and drop the whole matter as it seems from yrs erro[r] was the original and he is willing to loose some, and will loose the costs etc. together with Int. and Damages, but if you do not, why he can but go on and get judgment at Court which he certainly will and then, the best funds the union affords he must have and promptly. this is not said by way of a threat, as he is desirous of settling, but to place every thing in the right light before you. I hope as I have before sd the matter will now be dropt, and settled and he will wait your decision which please let him have to Delta Yazoo pass, Missi.

Library of Congress

In hast, yr. Obt. Sevt.